



T H E
B O D Y

Applying for Clinical Studies and Research

You must click on the "I Accept" button below to proceed with the General Application. Please take time to carefully read the Participation Agreement you will be signing.

Participation Agreement

This Participation Agreement is entered into between you and Body Health Resources Corporation (*The Body*) for the purposes and under the terms and conditions described below.

Voluntary Nature. You may contribute information about your health to *The Body*. Your decision to provide this information is completely voluntary. Providing health information to *The Body* via the General Application is not required to obtain any information from *The Body*. You must be at least 18 years of age to fill out the General Application, and the decision to submit information to *The Body* must be yours alone.

Referral to Clinical Trials. *The Body* may provide clinical researchers and labs with your information in the General Application, although *The Body* does not guarantee that it will provide your information to any clinical researchers nor does *The Body* guarantee that any clinical researcher will contact you as a result of *The Body's* providing your information to it. *The Body* may also provide your information to third-party technology providers as a means of transmitting and storing your information.

Confidentiality. *The Body* will take precautions to maintain the confidentiality of your responses to the General Application, including encrypting all transmissions that include the responses you provide. Nevertheless, precautions can fail. *The Body* and its independent, third-party technology providers can not guarantee that encryption technologies are undecipherable, or that so-called "secure" servers on or off *The Body's* premises are impenetrable to those without authorized access, or that all the individuals handling this information will be medical personnel, or indeed that no individual handling this information will misappropriate it. We try, within reason, to minimize those possibilities, but those are all risks you take in submitting the General Application.

Limitation of Liability. *The Body* further specifically

disclaims liability for unauthorized interception or infiltration of data you submit, and for misappropriation of your data by third parties or employees of technology providers. Moreover, we can make no assurances for the times your data will be out of our direct control, during both transmission and storage.

Compensation and Ownership Rights. You will not be compensated in any way for providing this information to *The Body* nor do you have any ownership or other rights in any studies that you may be asked to join or in anything derived from such studies.

Independence of Clinical Trials. *The Body* is not affiliated with any clinical trial or study nor does *The Body* evaluate, approve, review or endorse any studies or any use of the information provided to such studies. *The Body* does not control or determine how information provided to any clinical trial or study is used or whether these clinical trials will provide such information to others with which it has agreements.

Informed Consent. Completing and sending the General Application to *The Body* in no way means that you are giving informed consent for a study. If you are selected to be a part of a clinical trial, you will then be asked at that point to give informed consent to such clinical trial. The General Application is neither an advertisement for clinical studies in general nor an advertisement for any specific clinical study. The sole purpose of the General Application is to enable *The Body* to possibly match your medical profile with appropriate clinical studies that, according to your responses in the General Application, you may be suited for.

Authorization. You authorize *The Body* to release any and all health information, including all HIV-related health information, that you provide in the General Application to various clinical researchers and laboratories that *The Body* determines, in its sole and absolute discretion, may be able to utilize your information to match your medical profile with clinical tests and studies. The purpose of this authorization is to provide your health information, including your HIV-related health information, to various clinical researchers and laboratories via *The Body* so that such researchers and laboratories can evaluate your suitability for clinical tests and studies.

You also authorize *The Body* to release this information to third-party technology providers that *The Body* deems suitable, in its sole and absolute discretion, for the purpose of storing your health information and transmitting it to clinical researchers and laboratories. Furthermore, you agree that by clicking on the "I Accept" button below and transmitting this Release to *The Body* that your acceptance and transmission shall have the same force and effect as if you had manually signed a written authorization and release. This Release shall be effective for a perpetual duration, but you may subsequently request that *The Body* no longer provide information to clinical researchers.

Governing Law/Availability. You agree that this Participation Agreement will be governed by the laws of New York, without reference to choice of law rules. By accepting this Participation Agreement, you represent that you are a citizen or permanent resident of the United States.

Additional Information Relating to Release Under New York Law

1. HIV is the Human Immunodeficiency Virus that causes AIDS.
2. Confidential HIV related information is any information indicating that a person had an HIV related test, or has HIV infection, HIV-related illness or AIDS, or any information which could indicate that a person has been potentially exposed to HIV.
3. In certain situations, New York State Law provides that, except for certain people, confidential HIV related information can only be given to persons you allow to have it by signing a release. You can see a list of people who can be given confidential HIV-related information under that law without a release form.
4. If you sign this Participation Agreement by clicking on the "I Accept" button, HIV related information can be given to the people listed above, and for the reason(s) listed above. You do not have to sign this Participation Agreement. You can go back and change your mind at any time before or after you submit the

Participation Agreement by filling out the removal form.

5. If you experience discrimination because of release of HIV-related information, you may contact the New York State Division of Human Rights at (212) 870-8624 or the New York City Commission of Human Rights at (212) 566-5493. These agencies are responsible for protecting any rights you may have under New York law.

6. For questions about this form, contact research@thebody.com. Your clicking the "I Accept" button at the bottom of this Participation Agreement will indicate that your questions about this form have been answered. It further indicates that you know that you do not have to allow release of HIV-related information, and that you can change your mind at any time before or after you submit the form.

The following is a list of people who may be given confidential HIV information under New York law, without a release form:

New York State law protects HIV-related information, including HIV test results, from being disclosed by health and social service providers without the patient's consent. By law, giving HIV information about you without your consent or testing you for HIV without your written consent may be punished by a fine of up to \$5,000 and a jail term of up to one year.

In the law, there are some exceptions that give your health care providers permission to share HIV information about you without your written consent. These include:

1. Medical professionals treating you or your child may discuss your HIV information with each other or with their supervisors, but only in order to provide necessary care for you or your child;
2. A hospital or other health care provider may share HIV information with your insurance company if the information is necessary to pay for your medical care;
3. A physician may inform your sexual or needle-

sharing contacts without giving your identify and only after informing you of his/her intent to do so;

- 4. A committee, organization or government agency, when it needs such information to supervise, monitor or administer a health or social service may have access to this information;
- 5. Agencies or prospective adoptive or foster parents for foster care or adoption purposes may have access to this information;
- 6. A Federal, State, county, or local health officer may have access to this information when State or Federal law requires disclosure;
- 7. If you are a minor, your parent or guardian can be told HIV-related information about you if it is necessary to provide timely care for you, unless it would not be in your best interest to do so;
- 8. Any person to whom a court orders disclosure may have access to this information;
- 9. Medical personnel and certain other supervisory staff may have access to your HIV information in order to provide services to you or to monitor services, if you are in jail or prison, or on parole.

By clicking on the "I accept" button below, I hereby agree to the terms and conditions of this Participation Agreement immediately set forth above.

I accept and am a citizen or permanent resident of the U.S.

I am not a citizen or permanent resident of the U.S.

